

DOCKAGE AGREEMENT

Sunset Marina & Resort, Inc., hereinafter called "MARINA" does hereby let to the undersigned boat owner, hereinafter called "Owner" space for only one boat, subject to such regulations as the Marina may make respecting the use thereof.

1. The term of this agreement is _____. It is mutually understood that the rates charged are based on a _____ rental basis. The rental fee for this space is payable in advance. Said space rents for _____ per _____. Slip or space rental or contract time is from _____ to _____.
2. All dockage fees are fully earned on the date paid due to the seasonal nature of the service provided. Under no circumstances will dockage fees be refunded or pro-rated due to the permanent removal of the boat from the boat slip for any reason including termination of this agreement for breach of the rules of MARINA or other cause. If owner sells or disposes of his boat, his slip may be transferred to the purchaser of his boat, only if approved by the Marina. Said approval will not be unreasonably withheld. The new owner-tenant shall pay a \$10.00 transfer fee. If owner should trade his boat or purchase a new boat, the Marina must be notified. It is the Owners responsibility to keep the Marina posted of any changes that may take place in regards to the boat or property. (i.e. new boat, length or width alternations, new license number, etc.).
3. STORAGE OF MORE THAN ONE BOAT - Slip rental rates are based on the storing of one boat only. All second boats must have an assigned space subject to our minimum storage charge.
4. Additions to slip or alternations of slip, or changes of any kind, (e.g. bumpering, of slip, or the laying of floor covering on any walkways), is expressly prohibited unless approved by Marina on a case-by-case basis. In the event the Marina approves an addition, said addition, upon installation becomes property of Marina.
5. The Owner hereby grants unto MARINA a lien upon the boat or vessel moored in MARINA'S boat slip for the payment of any fee due and unpaid or for any other amount due MARINA for open charge accounts, physical damage or other financial obligation of owner to MARINA. The lien created by this agreement is in the nature of a mechanics lien and can be foreclosed by sale in the manner prescribed by Tennessee statutes. The lien creates a possessory interest subject to said sale in the event of default, breach or delinquency as described.
6. If 30 day written notice of cancellation is not given before this contract year expires, the contract will automatically be renewed for an additional year.
7. This agreement shall be in effect, unless sooner terminated in accordance with the following conditions, to wit:
 - (a) By destruction of the described facilities by fire, storm or other calamity.
 - (b) In the event Owner shall make a bona fide sale of the boat listed in this agreement.
 - (c) By breach or default as provided in paragraph (10) below.
8. It is mutually agreed that Sunset Marina & Resort, Inc., shall not be held liable in any manner for the safe-keeping or condition of the boat, and is not responsible therefore as warehouseman, liveryman, or bailsman, but that the condition between the parties is simply that of landlord and tenant, and it is understood and agreed by the Owner that the Marina will not be responsible or liable for any damage or loss to or of the said boat, its tackle, gear, equipment, or property either upon said boat or upon the premises of the Marina, from any cause whatsoever, or for injury to the Owner or invitees occasioned by any cause upon the Marina premises or adjacent thereto.
9. This Agreement is for the use of boat storage space only, and such space is to be used at the sole risk of Owner. Owner for himself, his heirs and assigns, hereby agrees to save the Marina harmless from any and all liability or damages for personal injury, loss of life, or property damages to himself, his family, his employees, invitees, guests and agents arising out of, on or in connection with, the condition or use of the above boat, motor and accessories, or the use of the Marina premises and facilities; and the Owner, for himself, his heirs and assignees, hereby releases and agrees to indemnify and hold harmless the Marina from any and all liability for, or loss or damage to the above described property or the contents thereof, due to fire, theft, collision, windstorm, accident, or like causes. The Marina is not considered under this agreement as an insurer of the Owner's property, and the Owner should secure such insurance as he desires. The Marina will not be held responsible for contents of the boat. The Owner is advised to remove all items not permanently attached to the boat while the boat is in storage.
10. Should a breach of this agreement or violation of posted rules and regulations occur, the Marina may terminate this agreement by written notice to Owner at the address below. Said termination shall become effective 30 days after such notice. Within such 30 days, Owners shall pay all sums due Marina and remove the boat from the premises.
11. Should the Owner fail, refuse or neglect to pay all sums due and remove the boat as required by paragraph (10) above, then Marina may remove the boat from the docking space at Owner's risk and expense, retake possession of the docking space and thereafter sell such boat and all items therein or thereon at public auction in accordance with the applicable provisions of Tennessee Law. The Owner agrees that upon removal of the boat from the docking space, the relationship of Landlord and Tenant is ended and the Marina shall be and become an involuntary depository with only the duties and responsibilities provided by law thereunto.
12. All persons causing injury or damage to other persons, docks or other boats shall be liable therefore, and violations of harbor rules, disorder, or indecorous conduct by a patron, his crew or guests that might injure a person, cause damage to property, or harm the reputation of the Marina, is cause for immediate removal of the boat in question from the premises. Children and pets must be controlled to insure the peace and privacy of other harbor occupants.
13. When a boat enters the harbor it immediately comes under the general jurisdiction of the management. The owner must correct any condition aboard any boat, which in the opinion of management constitutes a fire hazard or a health menace or a danger to public safety, immediately. Refuse, oil or flammable liquid must be deposited in receptacles for that purpose. Advertising or soliciting is not permitted on any boat within the Marina. The wake of all boats operated within the harbor limits must not cause damage or discomfort to berthed boats and their occupants.
14. All boats docked in the harbor shall observe and comply with all health, safety and sanitary regulations governing the waterways, as well as all other applicable federal, state and local laws and regulations. All boats moored at MARINA, which are equipped with an onboard head (toilet), shall also be equipped with a waste holding tank and be sealed from overboard discharge of waste.

15. Maximum vehicle speed limit on all roads and parking areas 15 MPH. Marina reserves the right to limit and govern parking space in marina parking areas.
16. Gasoline or any flammable liquid is not permitted to be carried onto docks or transferred on MARINA property.
17. Fresh water is available on the piers and waste pump-out service is available during the mild weather months only.
18. Owner agrees to maintain his mooring lines.
19. Waiver of any one condition by the Marina shall NOT be deemed to be a continuing waiver.

20. HARBOR RULES AND REGULATIONS

Owner agrees to comply with the following rules and regulations and such additional rules and regulations as may hereafter be published and posted by the Marina.

- A. Refuse shall not be thrown overboard. Trash shall be deposited in containers for that purpose. No person shall pour oil, paint, spirits, flammable liquid or pump oily bilges in harbor areas.
- B. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. After the hour of 10:00 p.m., a state of general quiet shall prevail.
- C. Pets are permitted only if they are enclosed or leashed and do not disturb other tenants. They shall be toileted on the adjacent land area to the Marina.
- D. Owners shall not store dinghies, refrigerators, freezers, accessories or debris on fingers or main walkways.
- E. The use of motorcycles, motor scooters and bicycles and air rifles is not permitted on Marina docks and ramps.
- F. Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior approval of the Marina. Owner agrees that in case of emergency or maintenance work on the space, Marina may move the boat from the particular space rented to any other mooring place.
- G. Owners checking out of the Marina shall report to the Marina Office and settle their account prior to leaving. All personal property must be removed from docks when moorage rental is terminated.
- H. No open flame (i.e. grills, torches, etc.) shall be permitted on any walkways, slips or in or near any storage area.
- I. Boat trailers are not to be parked on MARINA property. Any boat trailer parked on MARINA property is subject to tow and impoundment at the owner's expense.
21. CREDIT IS EXTENDED ONLY AS COURTESY AND THE OWNER AGREES TO PAY ON OR BEFORE THE TENTH OF EACH MONTH FOR ALL ITEMS AUTHORIZED TO BE CHARGED TO HIS ACCOUNT, AND AGREES TO PAY A SERVICE CHARGE OF 1 1/2% PER MONTH ON ALL ACCOUNTS (INCLUDING DELINQUENT DOCKAGE FEES) NOT PAID IN FULL BY THE 15TH OF EACH MONTH. (18% ANNUAL PERCENTAGE RATE).
22. Where applicable, the electric bill is to be paid as Marina determines when to bill.
23. The MARINA may use boat slip if boat owner has boat out of the slip temporarily.
24. This agreement will remain in effect, as is, except for rate changes, after the expiration date should the owner continue to keep the boat or property at the Marina and fail to sign a new contract. It is the owners' responsibility to be aware of rate changes each year.
25. The Owner agrees to pay and is liable for costs of collection, court costs, discretionary costs and reasonable attorneys fees in the event any formal or informal collection proceedings is necessary for the recovery of amounts due MARINA by Owner.
26. The owner acknowledges that he/she/they have read this agreement and understand its terms and obligations.

Owners Name _____
(Print) (Signature)

Address _____ City _____ State _____

Phone No. _____ Zip _____ E-Mail _____

Type of Space _____ Rate per year _____ Payable in advance.

Description of boat _____ License No. _____

Executed this _____ day of _____, 20____

Sunset Marina & Resort, INC.

2040 Sunset Dock Road
Byrdstown, TN 38549

BY _____